

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION**

RESPONSE TO REQUEST FOR PROPOSALS (RFP)

Please complete this form and fax to the person indicated in the RFP cover letter.
Thank you.

Date:

To: Kathleen Gandara
Department of Public Works

Fax: (626) 979-5311

Company:

Contact Name:

Phone: ()

Fax: ()

Email:

Project Name: **LAC+USC MEDICAL CENTER
EXECUTIVE CAMPUS PLANNER**

Please check all that apply

- ☐ We will be responding to the RFP
- ☐ We will not be responding to the RFP

Reason(s) for not responding to the RFP:

- ☐ Due to current or anticipated workload
- ☐ Do not perform the type of work required by the RFP
- ☐ Staffing not available at this time
- ☐ Not enough time provided to respond
- ☐ Other

REQUEST FOR PROPOSALS

FOR

ARCHITECTURAL/ENGINEERING DESIGN SERVICES

LAC+USC MEDICAL CENTER

EXECUTIVE CAMPUS PLANNER SERVICES

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
900 SOUTH FREMONT AVENUE, 8TH FLOOR
ALHAMBRA, CALIFORNIA 91803
TELEPHONE (626) 458-2566
FAX (626) 979-5311

**REQUEST FOR PROPOSALS
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
LAC+USC MEDICAL CENTER
EXECUTIVE CAMPUS PLANNER SERVICES**

TABLE OF CONTENTS

1. Introduction and Overview
2. Scope of Services
3. Schedule for Services
4. Compensation
5. Services by Public Works
6. General Conditions
7. Community Business Enterprises (CBE) Participation
8. Format of Statement of Qualifications
9. Evaluation Criteria

CERTIFICATION FORMS

Los Angeles County CBE Program Form
CBE Program Sanctions
Avoidance of Conflict of Interest Certificate
Proposer's EEO Certification Form
Lobbyist Ordinance Affidavit Form
Attestation of Willingness to Consider GAIN/GROW Participants
History of Contracting with the County of Los Angeles
False Claims
Civil Litigation History
Criminal Conviction
Contractor Employee Jury Service Program
Debarments
Labor Law/Payroll Violations
Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Proposer's Organization Questionnaire/Affidavit

ATTACHMENTS

1. Sample Architect/Engineer Agreement
2. Insurance Alternative 1 (Indemnification and Insurance Provisions)
3. Insurance Alternative 2 (Indemnification and Insurance Provisions)
4. Architect/Engineer Fee Schedule
5. Architect/Engineer Design Services Manual

**REQUEST FOR PROPOSALS
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
LAC+USC MEDICAL CENTER
EXECUTIVE CAMPUS PLANNER SERVICES**

1. INTRODUCTION AND OVERVIEW

1.1 General

The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified architecture/engineer (A/E) firms to provide architectural/engineering design services for the LAC+USC Medical Center Executive Campus Planner Services project to be located in Los Angeles, California.

The objective of this solicitation is to select a firm that is the best qualified to provide the requested services.

1.2 Proposals

Proposers are requested to submit proposals offering architectural/engineering design services in accordance with Section 2, and in a format specified in Section 8 of this Request for Proposals (RFP).

1.3 A/E Selection

County will select a successful Proposer based on the Proposer's qualifications which represent the best service to Public Works, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the A/E in this document.

1.4 Processing of this RFP will be handled in the following manner:

1.4.1 An initial pass/fail evaluation will be made for each proposal to determine whether the mandatory requirements required by Section 8 are included in each proposal.

1.4.2 Proposals that pass the initial pass/fail evaluation will be submitted to the Evaluation Committee for evaluation and rating.

1.4.3 All proposals will be evaluated and the Evaluation Committee may recommend a Proposer for approval. Public Works reserves the right to conduct oral interviews with Proposers ranked in the top 20% (two firms minimum). The oral presentations will be evaluated and the Evaluation Committee will combine the rank from the written proposals with the rank from the oral interviews (if conducted) to recommend a Proposer for approval. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP without regard to race, creed, color, or gender.

1.4.4 When the recommendation is approved, the selected A/E will be invited to negotiate fees for the Scope of Services.

In the event that additional elements, changes, or enhancements to existing elements contained in this RFP may be required, Public Works reserves the right to negotiate with the A/E to cause these changes to be incorporated in the work product.

1.4.5 Upon the successful conclusion of negotiations, Public Works will recommend an award of contract.

1.4.6 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposer and the terms of any resultant agreement, and to determine which Proposer best serves the interests of the County of Los Angeles (County). The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.5 Management of the A/E

The A/E shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the A/E's agreement will be managed by the County Project Manager.

1.6 County's Ownership of Materials and Equipment

All services provided by the A/E, and all materials, documents, reports, and other information of all types, including computer models developed by the A/E for the project, and all works based thereon, incorporated therein, or derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

2. **SCOPE OF SERVICES**

2.1 General

The selected A/E's services will be bound by the A/E Design Services Manual (Attachment 5) and resulting Agreement.

2.2 Phase I

Current Campus Characterization

The Campus Plan will be used as a guideline for all future development of the campus and the delivery of health care services and health related community programs. The Campus Plan should provide an integrated health care delivery model that brings together County-operated and community benefit elements, which achieve the following objectives guiding the planning process: 1) develop a community-friendly LAC+USC campus to promote healthy life-styles that melds the needs to the surrounding communities, constituents served, and existing operations; 2) maximize access to the LAC+USC Medical Center by the community; 3) provide educational/job training opportunities in collaboration with schools and colleges located in the perimeter of the LAC+USC campus; and 4) incorporate on-campus business opportunities to offer job opportunities in the healthcare area.

The selected A/E shall receive and review the previous Campus or Master Plans for the LAC+USC Medical Center Campus (LAC+USC) in order to develop an understanding of the inherent conditions that must serve as the basis for developing the Campus Plan. The selected A/E shall consider the expected uses of the existing buildings at LAC+USC, their structural condition and projected life, and identify the need for additional structures to accommodate the needs of the County and the surrounding community.

The work will include the following:

Survey/Needs Assessment

- Assess public outreach and the process of conducting the community outreach, as well as needs-based data collected by other entities, to ensure access to excellent healthcare, space for wellness and prevention education, and to provide a direct linkage to the needs and priorities of the community.
- Assess pedestrian access, safety and residential connectivity to the medical campus through all modes of transportation.
- Assess the need for any CEQA documents and identify the process for preparation and jurisdictional approval of each document.
- Assess the need for licensing and certification documents with regard to health care services which will be provided, and identify the process and jurisdictional approval of each document.
- Assess the need for a report describing all seismic requirements and upgrades, or other tenant improvements required.

Programming

- Review and analyze comments and concerns regarding land uses, traffic, and health and wellness provided by the adjacent communities and other local stakeholders.
- Provide community-friendly campus to promote wellness/prevention programs that utilize green space, walking paths, play areas through streetscapes and circulation with the integration of community based programs that provide guidance and knowledge for a healthier life-style.
- Provide a unique cultural and historical campus signage that reflects a “tradition of healing” by providing health care services to generation of County constituents.
- Provide possible tenants and necessary capital improvements to General Hospital – First Floor remaining vacant space for a nonprofit health cooperative business organization.
- Provide possible space for potential types of out-patient services under health care reform.
- Conduct interviews with educational facilities to assist and encourage healthcare careers and other opportunities to the community.
- Conduct interviews with healthcare firms to provide advice for future space and program needs in the healthcare field for on-campus business and community opportunities.
- Provide a graphic representation of the program.
- Conduct interviews with users at the Department of Health Services, LAC+USC campus, and LAC+USC School of Medicine campus to determine current and projected program scope.

- Validate space and functional program needs of each department or other entities, based on interviews.
- Provide an architectural program indicating spatial and functional relationships, adjacency requirements, and other entities or County department-by-County department space program for LAC+USC.
- Visually indicate the space (area) allocated to each County department and other entities, and required adjacencies between components.

Design Guidelines

- The selected A/E shall create design guidelines applicable to new construction that creates a sense of place. At a minimum, the design guidelines shall address community needs, building form, geometry, massing, architectural style, color palette, materials, landscape plan, the traffic and pedestrian circulation plan, and the graphics/signage way-finding plans.
- The design guidelines shall also define sustainable design and building concepts, consistent with Leadership in Energy and Environmental Design (LEED) standards for developing high performance, sustainable buildings, and the objectives of the Green Guide for Health Care. As the Executive Campus Planner, the selected A/E will be responsible for all specific project design efforts to the conclusion of schematic design in the Campus Plan.

Architectural and Engineering Services

The selected firm will also provide planning and design services for the coordination of future development of the LAC+USC Campus. A list of possible projects on the Campus includes, but is not limited to:

Private Industry Capital Projects consistent with the Campus Plan, Open public space, or County government facilities such as:

- Repair and maintenance facilities
- County Departmental offices and support areas
- County services buildings

Public Outreach

For proposal preparation the A/E firm should conduct a minimum of two public outreach meetings to assess County and community needs early in the planning process, and two additional meetings to present potential Campus Plan land uses configurations scenarios. The community needs assessment must be conducted during Scope of Work Phase I and results may be utilized by the County for any County or other related LAC+USC Campus projects. The selected A/E shall be available to attend all community meetings and workshops hosted by the County in support of the environmental documentation process required, pursuant to CEQA.

The selected A/E must demonstrate effective experience in leading public outreach efforts and integrating stakeholder priorities into campus planning documents. The proposers shall state in their approach and work plan their preferred method of community outreach and how stakeholder input is incorporated into a campus plan.

Once the A/E firm is selected, additional input regarding public outreach meetings may be provided by the County.

Campus Plan

The selected firm shall develop three land use development scenarios for consideration by the County and for presentation to the community explaining the opportunities, advantages and disadvantages, and feasibility of each alternative. The A/E shall recommend the most cost effective alternative consistent with health care planning concepts and maximum benefit to the community. It is anticipated that the Campus Plan would define site-specific improvements on the LAC+USC campus to meet the County's General Plan planning horizon.

2.2 Phase II (Optional Services)

Phase II will consist of schematic design and/or preparation of construction documentations, which may include, but are not limited to:

Functional Space Program

- The program should attempt to consolidate the campus to a centric building configuration, including all existing buildings currently on the campus.
- Identify possible strategic partnerships and funding sources to assist with future implementation of elements identified in Phase I Services as outlined above.
- Provide a transportation program for accessibility both within and outside the campus boundaries and the surrounding communities.
- Provide an architectural program indicating spatial and functional relationships, adjacency requirements, and a detailed room-by-room space program.
- Provide a graphic representation of the program.
- Visually indicate the space (area) allocated to each County department or other entities, and required adjacencies between components.
- Assess the feasibility of incorporating Green Guide for Healthcare Facilities Standards into the design of the buildings.

Phasing and Move Management Plan

- Based on the functional space/program assessment report, create a phasing and detailed move management plan.

- The plan must contain the following:
 - Create a comprehensive plan for all other entities and County departments at the campus.
 - The name of each department, building where department is currently located, current square footage used, and required square footage, and new locations.
 - Provide a master schedule to phase the project(s) including all move management criteria.

Architectural and Engineering Services

The selected firm shall provide schematic level drawings, specifications, and related documents.

Cost Estimating

The selected firm shall provide an independently prepared estimated cost for phased implementation of the Campus Plan at each milestone deliverable date.

2.3 Phase III (Optional Services)

The County may authorize the Executive Campus Planner to proceed with the design of either a single building, or multiple buildings, depending on the County's needs, as well as for construction administration relating to such buildings. Upon authorization, the Executive Campus Planner will be responsible for assembling a design team whose combined expertise best meets the project's needs. Members of the design team will vary on a project-by-project basis, but shall include at minimum: Architect, Civil, Structural, Mechanical, Plumbing and Electrical Engineers, Landscape Architect, and specialty consultants as approved by the County.

Depending on a variety of factors, including but not limited to the building type and/or project complexity, and the Executive Campus Planner's own expertise, the County may, in the County's sole discretion, authorize the Executive Campus Planner to prepare construction documents and provide construction administration services as Architect of Record (AOR), or the work may be contracted separately through the normal County selection process, in which event the County will review the firms' qualifications, and select the firm most qualified to provide design services.

If a separate AOR is selected, the Executive Campus Planner will be responsible for reviewing and evaluating the selected AOR's work throughout the design process. The Executive Campus Planner's responsibilities after schematic design will include the following:

- Reviewing and evaluating the efforts of the AOR, consultants to the AOR, and other disciplines including, but not limited to: civil, structural, electrical, mechanical plumbing, landscape, and other specialties.
- Ensuring that all deliverables are submitted on time, and that all required jurisdictional approvals are obtained.
- Ensuring that the AOR team follows established design criteria/guidelines for the Campus.
- Providing Quality Assurance/Quality Control (QA/QC) services during construction, in conjunction with the AOR firm, Department of Public Works and the Chief Executive Office.

Architectural and Engineering Services

The selected firm shall provide design development drawings, specifications, and related documents and construction administration.

Cost Estimating

The selected firm shall provide an independently prepared e deliverable date.

3. SCHEDULE FOR SERVICES

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for the architectural/engineering design services as required in this RFP. The A/E shall provide a schedule within five working days after the date of the Notice to Proceed, indicating start and completion of all anticipated work.

4. COMPENSATION

The A/E shall be compensated monthly based on work completed and approved by the County. Public Works will reimburse the A/E for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable.

- 4.1 Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

5. SERVICES BY PUBLIC WORKS

5.1 Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The A/E shall be responsible for evaluation of all information supplied by Public Works.

5.2 County Project Manager

The County Project Manager is the person assigned to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies.

6. GENERAL CONDITIONS

6.1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to reject any or all proposals for any reason.

6.2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

6.3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

6.4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any Statement of Qualifications.

6.5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6.6 Contract Execution

The resultant contract of this RFP shall be executed and returned by the selected firm within ten calendar days from the time of receipt of the contract (see sample Architectural/Engineering Agreement, Attachment 1). If the contract is not returned within ten calendar days, the County may exercise the option of awarding the contract to the next qualified Proposer.

6.7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected A/E and the County.

6.8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the Proposal submission date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposer not being considered.

Public Works, at its sole discretion, may determine that a time extension is required for submission of proposals, in which case an addendum shall indicate the new proposal submittal date.

6.9 Proposer Changes to Proposal

No changes to the proposal shall be allowed after submittal to Public Works.

6.10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

6.11 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended bidder's/proposer's bid/proposal, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended bidder/proposer that the negotiated contract is a firm offer of the recommended bidder/proposer, which shall not be revoked by the recommended bidder/proposer pending the department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors and (b) with respect to all other bidders/proposers, Public Works recommends the recommended bidder/proposer(s) to the Board and such recommendation appears on the Board agenda, bids/proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each bid/proposal which are justifiably defined by the bidder/proposer as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary".

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid/proposal as confidential shall not be deemed sufficient notice of exception. The bidders/proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**

6.12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. **During the submittal period, questions received until July 13, 2011, regarding this RFP may be directed to the person indicated in the cover letter or faxed to:**

Ms. Kathleen Gandara
County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Facsimile (626) 979-5311 or 979-5310

Contact with any other County official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer.

6.13 County of Los Angeles Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This Ordinance, referred to as the Lobbyist Ordinance, defines a County lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this Statement of Qualifications must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer is in full compliance with Chapter 2.160 of the County Code.

6.14 Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report an attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the Public Works' manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.15 Consideration of GAIN/GROW Program Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

6.16 Child Support Compliance Program

Consultant is required to fully comply with all applicable state and Federal reporting requirements relating to employment reporting for its employees. Consultant is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment. Failure to comply with state and Federal reporting requirements regarding employees, or failure to implement lawfully served wage and earnings assignment orders or notices of assignment, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County, shall subject the contract to termination. Failure to comply with these requirements may be cause for debarment.

6.17 Federal Earned Income Credit

A/E shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

6.18 Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the A/E agrees to use recycled-content paper to the maximum extent possible on the project.

6.19 Small Businesses

Consultants are encouraged to utilize small businesses when possible to provide supplies, equipment, technical services, and other services under this RFP and resultant contract.

6.20 Indemnification and Insurance

The County's insurance requirements specify that Consultants should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A IX. A Best rating of A IX indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

Two Alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this RFP. Please select one of the alternatives, initial as acceptance of the selected provision, and submit with your response to this RFP. The selected provision will be incorporated into the Architect/Engineer Agreement.

6.21 Determination of Proposer Responsibility

- 6.21.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.
- 6.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subconsultants and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 6.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 6.21.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to

why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

6.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

6.21.6 The terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.22 Proposer Debarment

6.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

6.22.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 6.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 6.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.22.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 6.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.22.7 These terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.23 Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Contractor in question.

6.24 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposers that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

6.24.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the

Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, employee means any California resident who is a full-time employee of a Contractor and full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 6.24.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of Contractor. The Program defines Contractor to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

6.24.3 If a Contractor does not fall within the Jury Service Program's definition of Contractor or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

6.25 Vendor Registration with the County of Los Angeles

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a Contractor who is awarded a County project. Vendor registration can be done online at <http://camisvr.co.la.ca.us/webven> or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

6.26 No Payment For Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6.27 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's A Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

6.28 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on Required Form – Proposer's Organization Questionnaire/Affidavit. Failure of the vendor to provide this information may eliminate its proposal from any further consideration.

6.29 Prevailing Wage Requirements

The subject project is a public work as defined in Section 1720 of the California Labor Code.

6.30 Protests

The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles contracting Manual, Countywide Construction Contracting Policy Guidelines, no. P-05-04, "Bid Protests", dated August 1, 2001. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline No. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>.

6.31 County's Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance and the pertinent provisions of the sample contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Bidders/proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program - Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

7. **COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION**

7.1 The County has adopted a Community Business Enterprise Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation of the following criteria:

7.1.1 Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.

- 7.1.2 Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 7.1.3 Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 7.1.4 Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than 10 calendar days prior to the submittal of proposals.
- 7.1.5 Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 7.1.6 Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7.1.7 Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County Office of Affirmative Action Compliance, and other outreach agencies.
- 7.1.8 Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.

- 7.1.9 Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 7.1.10 Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 7.2 The Proposer's CBE participation shall be reflected in the CBE participation form. The Proposer's documentation of its good faith efforts shall be submitted with the proposal to:
- County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Attention: Ms. Kathleen Gandara
- 7.3 The County has established CBE Program sanctions to ensure the fair and equitable opportunity to participate by certified CBEs. Proposers are required to acknowledge these CBE Program sanctions by completing the sanctions form.
- 7.4 Public Works will answer questions from Proposers regarding CBE participation.
- 7.5 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

8. FORMAT OF STATEMENT OF QUALIFICATIONS

The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposals.

Submittal of six complete copies (five spiral bound and one CD pdf format) of the proposal and related information to:

County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331

Proposals must be received by the date indicated in the cover letter. **PROPOSALS RECEIVED BY PUBLIC WORKS AFTER THIS DEADLINE WILL BE CONSIDERED FOR EVALUATION SOLELY AT THE DISCRETION OF PUBLIC WORKS, IF DETERMINED TO BE IN THE COUNTY'S BEST INTERESTS.**

8.1 Format of Proposals Summary

Proposal submittals shall be organized as indicated below. Specific requirements for each of the A/E's proposal sections are included hereinafter.

8.1.1 Mandatory Contents

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation

Section 4 - Statement of Qualifications and Experience

Section 5 - Standard Services and Work Plan

Section 6 - Acceptance of Terms and Conditions

Section 7 - Required Certifications

Section 8 - CBE Participation

Section 9 – Indemnification and Insurance Alternative

Section 10 – Additional Data

8.2 Specific Requirements for each section of the Proposal

8.2.1 Section 1

Cover Letter shall be a maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the name, address, and telephone number of the contact person who will be authorized to make representations for the organization.

8.2.2 Section 2

Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

8.2.3 Section 3

Corporate Documentation shall include relevant information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

8.2.4 Section 4

Qualifications, and Experience shall include identification of principal staff members including major subconsultants. Provide information on key individuals, including relevant experience in providing architectural/engineering design services, education, and past experience. This information shall be provided as follows:

8.2.4.1 A completed Federal Standard Form 330 (Architect-Engineer Qualifications).

8.2.4.2 Provide a description of the following aspects in executing the project:

8.2.4.2.1 Your firm's understanding of the project.

8.2.4.2.2 Approach - describe general approach to the work.

8.2.4.2.3 Schedule - time frames for the various activities involved.

8.2.4.2.4 Staffing - provide an organization chart indicating structure of design entities, locations of member offices/consultants, and how entities will work together, i.e., by function, design, production, etc. Identify the availability of your team and the percentage of their current workload of staff that would be committed to this project including consultants.

Indicate the Team Management Plan for participating in Value Engineering and specific applications of Quality Assurance/Quality Control.

Provide a staffing and resources management plan for A/E and each subconsultant which identifies specific tasks and the level of effort and the number of hours required for the services required for the project. Describe your current workload and capability/commitment to complete the Scope of Services in accordance with project schedules.

8.2.4.2.5 Indicate familiarity and willingness to work within County's guidelines.

- County's A/E fee schedule (Attachment 4)
- Management requirements
- Project documentation requirements

8.2.4.2.6 Indicate past experience (including level of involvement) within the last five years for this specific type of project.

- Number of projects completed that met project schedules
- Number of projects completed that met project schedules
- Number of projects delayed. Indicate reason for delay.

8.2.4.2.7 History of construction-related litigation over the past five years (including any pending litigation).

- Describe any cases where A/E has been sued for allegedly defective plans or construction administration services.
- Outcome of litigation

8.2.4.2.8 Identify and describe a division in your firm, if any, that is designated to provide construction administration services. Indicate the relationship between the A/E's design services group and the construction administration services group. Provide a sample copy of the construction administration standard procedures implemented by your firm for a typical public works project.

8.2.4.3 Address of office from which the project will be managed and a statement indicating the type and percentage of work, if any, which will be performed outside of the County of Los Angeles (indicate city).

8.2.5 Section 5

Standard Services shall include the Proposer's approach to providing the service deliverables described in Section 2, Scope of Services, of this RFP.

Work Plan shall provide in detail how the Proposer intends to provide and manage the resources necessary to accomplish the Scope of Services for Phase I. For Phases II and III of the Scope of Services, the Proposer shall provide an overall approach and show how the services will be performed if one or both options are approved by the County.

8.2.5.1 Provide a Work Plan for all services as outlined in Section 2 for the whole project. The typical Work Plan shall indicate monthly activities in support of the architectural/engineering design services, including quality control reviews and participation of subconsultants.

8.2.6 Section 6

Acceptance of Terms and Conditions shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample A/E Agreement.

8.2.7 Section 7

Required Certifications

A/E shall complete and submit with the proposal, the following certifications and forms. Except for the Contractor Employee Jury Service Program form, these forms are required only from the prime. The Contractor Employee Jury Service Program form must be completed and signed by the entire project team.

8.2.7.1 A completed Community Business Enterprise Participation form.

8.2.7.2 A completed and signed Community Business Enterprise Program Sanctions form.

8.2.7.3 Completed and signed Avoidance of Conflict of Interest Certification, EEO Certification, and Lobbyist Ordinance Affidavit form.

- 8.2.7.4 A completed and signed Attestation of Willingness to Consider GAIN/GROW Participation form.
- 8.2.7.5 A completed history of past and current contracting with the County over the past three years.
- 8.2.7.6 A completed and signed False Claims form.
- 8.2.7.7 A completed and signed Civil Litigation History form.
- 8.2.7.8 A completed and signed Criminal Conviction form.
- 8.2.7.9 A completed and signed Contractor Employee Jury Service Program form from the Consultant and entire project team.
- 8.2.7.10 A completed and signed Debarments form.
- 8.2.7.11 A completed and signed Labor Law/Payroll Violations form.
- 8.2.7.12 A completed and signed Proposer's Organization Questionnaire/Affidavit
- 8.2.7.13 A completed and signed Defaulted Property Tax Reduction Program form.

8.2.8 Section 8

CBE Participation shall include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Section 7, CBE Participation.

The project-specific combined staffing totals indicated on the CBE Participation form must total the aggregate of the project-specified staff.

8.2.9 Section 9

Additional Data shall include any other data the Proposer deems essential to the evaluation of the proposal, i.e, letters of reference, other related projects, etc.

8.2.9.1 References from past clients must include client name, address, phone number, brief description of the project, list of A/E team members and responsibility, and the name/phone number of the client's project manager.

8.2.9.2 If there is no additional data, this Section will consist of the statement, We wish to present no additional data.

9. EVALUATION CRITERIA

9.1 Pass/Fail Requirements

A pass/fail evaluation will be made of the proposal to determine whether the Mandatory Contents required by Articles 8.1 and 8.2 are included in the Proposal. Failure to include all of the mandatory pass/fail requirements may be cause for disqualifying the proposal as nonresponsive. The determination of nonresponsiveness shall be made solely at the discretion of the County, if it is determined to be in the County's best interests. Pass/fail criteria include the following:

9.1.1 The submittal shall contain all information as required in Article 8.2, which lists the specific requirements for each section of the proposal.

9.1.2 The proposal must include all required forms, CBE documentation, and certifications completed and signed as defined in Articles 8.2.7 - Required Certifications (Articles 8.2.6.through 8.2.7.13 inclusive) and 8.2.8 - CBE Participation.

9.2 Proposals that are determined to be responsive to the mandatory requirements shall be evaluated using a 100 point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

9.2.1 General Quality and Responsiveness of the Overall Proposal (10%)

9.2.2 Qualifications and Experience (50%)

9.2.3 Standard Services and Work Plan (40%)

- 9.3 Public Works at its sole discretion may elect to conduct oral interviews with Proposers ranked in the top 20% (two firms minimum). Should interviews be conducted, Proposers will be evaluated using a 100 point cumulative score rating according to the following criteria:

SUMMARY OF SCORING

9.3.1 Presentation (50%)

9.3.2 Responsiveness to Direct Questions (50%)

The highest rated Proposer from the total scoring from Sections 9.2 and 9.3 shall be recommended to be awarded the contract.

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11/2009



LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

I. TYPE OF BUSINESS STRUCTURE: _____
(Non-Profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a Non-Profit, please skip Sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.): Please distribute the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN-OWNED BUSINESS ENTERPRISES. Is your firm currently certified as a minority, women, disadvantaged, or disabled veteran-owned business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____

LEGEND:

M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

COMBINED TOTALS FOR LEAD FIRMS AND SUBCONSULTANTS	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
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63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Date: _____

Lead Firm
Name: _____

Project: _____

Employee Categories	Staff & Management on this Project	
	Male	Female
1. Black/African American		
2. Hispanic/Latin American		
3. Asian/Pacific Islander		
4. Filipino		
5. American Indian/Alaskan Native		
6. All Others		
7. Total (Sum of items 1-6)		

[illegible]

COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS

The Los Angeles County Board of Supervisors have amended the Community Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a Community Business Enterprise.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing or bidding on, or participating as professional services proposer, contractor, subcontractor, or supplier, in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subconsultant/subcontractor suspended for violating this section during the period of the persons' or business' suspension.

Signature

Title

Name of Firm

Date

AVOIDANCE OF CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Official Title (please print)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

Date: _____

ATTESTATION OF WILLINGNESS TO CONSIDER GREATER AVENUES FOR INDEPENDENCE/GENERAL RELIEF OPPORTUNITY FOR WORK (GAIN/GROW) PARTICIPANTS

As a threshold for consideration for contract award, Bidders/Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualification for that opening. Additionally, Bidders/Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's/Proposer's employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Bidders/Proposers who are unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information and sign at the indicated location.

- A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants (subject to verification by the County).

_____ YES _____ NO

- B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participants meet the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

Name

(_____)
Phone Number

- C. Bidder/Proposer is willing to provide employer GAIN/GROW participants access to its employee mentoring program, if available.

_____ YES _____ NO

Signature

Title

Name of Firm

3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address \$ _____
County Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____
Type of Facility _____

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)
nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

False Claims

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Civil Litigation History

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Criminal Convictions

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Criminal Convictions

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders or proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or II, please sign and date this form below.

Part I: Jury Service Program is not Applicable to my Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It: 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

- (1) Date and duration of debarment: _____

- (2) Project name or contract involved: _____

- (3) Debarring agency: _____

- (4) Stated reason for debarment: _____

- (5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"Labor law/payroll violation" means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Labor Law/Payroll Violations Information:" (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

- (1) Date of violation determination: _____
- (2) Case number: _____
- (3) Government contract or project involved: _____

- (4) Government agency involved: _____

- (5) Description of the violation (attach disposition letter): _____

- (6) Amount of any civil wage and penalty assessment: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

– OR –

-
- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reasons:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration:

Name	County of Registration	Year Became DBA
------	------------------------	-----------------

_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: _____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final:

Proposer's Name

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

ATTACHMENT 1

ARCHITECT/ENGINEER AGREEMENT

AME
SPECS _____

ARCHITECTS
ADDRESS
CITY, CA ZIP
PHONE _____

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page(s)</u>
1	Definition.....	4-5
2	Project.....	5
	2.1 Employment.....	5
	2.2 Identification.....	5
	2.3 Design within Cost Limitation.....	5
	2.4 A/E Fee.....	6-7
3	Basic Services of A/E.....	7
	3.1 General.....	7-9
	3.2 Construction Documents Phase.....	9-10
	3.3 Bidding Phase.....	10
	3.4 Construction Administration Phase.....	10-14
4	Additional Services.....	14-15
5	Reimbursable Services	15-16
6	Compensation.....	16-17
7	COUNTY'S Responsibilities	17-18
8	A/E's Responsibilities.....	18-20
9	Time Schedule	20
10	Liability and Insurance	20
11	Ownership of Documents.....	21-25
12	Assignment	25
13	Modifications	25
14	A/E's Status	25
15	COUNTY'S Quality Assurance Plan.....	25
16	A/E's Warranty of Adherence to COUNTY'S Child Support Compliance Program.....	25-26
17	A/E's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement.....	26
18	Disputes.....	26
19	Inspection by COUNTY.....	26
20	Suspension or Termination.....	27-31

<u>Article</u>	<u>Title</u>	<u>Page(s)</u>
----------------	--------------	----------------

21	Death or Incapacity	31
22	Gratuities.....	32
23	Termination for Improper Consideration	32
24	Forum Selection.....	33
25	Conflict of Interest.....	33
26	Prohibition from Involvement in Bidding Phase	33
27	Lobbying.....	33
28	Consideration of GAIN/GROW Program Participants for Employment	33-34
30	Non-Discrimination.	34
31	Approval.....	34
32	Notice to Employees Regarding the Federal Earned Income Credit.....	35
33	Reduction of Solid Waste	35
34	COUNTY Rights.....	35
35	Fair Labor Standards Act	35
36	Prevailing Wage Requirements	35
37	Employment Eligibility Verification.....	35-36
38	A/E Responsibility and Debarment.....	36-38
39	Contractor Employee Jury Service Program.....	38-39
40	No Payment for Services Provided Following Expiration/Termination of Agreement.....	39
41	Notice to Employees Regarding the Safely Surrendered Baby.....	39-40
42	Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	
43	Assignment by A/E	40
44	Notices.....	41
45	Applicable Law.....	42

Attachments

Attachment 1 – Alternative 1 Indemnification and Insurance Provisions
Attachment 2 – Alternative 2 Indemnification and Insurance Provisions
Attachment 3 – Safely Surrendered Baby Law

ARCHITECT/ENGINEER AGREEMENT

THIS ARCHITECT/ENGINEER AGREEMENT (hereinafter referred to as the AGREEMENT) is made and entered into this _____ day of _____ 2007, by and between

COUNTY OF LOS ANGELES, a political
subdivision of the State of California
(hereinafter referred to as COUNTY)

AND

NAME OF ARCHITECT,
duly licensed under the laws of the State of California
(hereinafter referred to as A/E).

COUNTY and A/E hereby mutually agree:

Article 1: Definition

The parties hereto agree to the following definitions:

- 1.1 COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.
- 1.2 Board shall mean the Board of Supervisors of COUNTY.
- 1.3 Director shall mean Director of the Department of Public Works, COUNTY of Los Angeles, or his authorized representative.
- 1.4 Schematic Design Phase shall mean all services incident to drawings, specifications, estimates, and other data more fully described in Article 3.2.
- 1.5 Design Development Phase shall mean all services incident to drawings, specifications, estimates, renderings, and other data more fully described in Article 3.3.
- 1.6 Construction Documents Phase shall mean all services incident to drawings, specifications, clarification documents, and other data more fully described in Article 3.4.

- 1.7 Bidding Phase shall mean services incident to drawings, specifications, clarification documents, and other data more fully described in Article 3.5.
- 1.8 Construction Administration Phase shall mean all services incident to drawings, specifications, schedules, shop drawings, and other data more fully described in Article 3.6.
- 1.9 Jurisdictional Agencies shall mean governmental agencies having regulatory function under the law in respect to the design, erection, or operation of structures in general or in structures or parts thereof described in the scope of the project.
- 1.10 ENR Cost Index shall mean the Building Cost Index for Los Angeles as applicable and published in the Engineering-News Record by the McGraw-Hill Publishing Company of New York, New York.

Article 2: Project

2.1 Employment

COUNTY does hereby engage A/E to perform for COUNTY professional architectural and engineering services incident to the design of certain improvements in accordance with the terms and conditions of this AGREEMENT.

2.1.1 Notice to Proceed

No work shall commence on this project until a written Notice to Proceed is issued by COUNTY.

2.2 Identification

All aspects of this AGREEMENT refer to the project more particularly described as PROJECT, SPECS _____ (hereinafter referred to as the Project).

2.3 Design Within Cost Limitation

The fixed limit construction cost is \$_____.

2.4 A/E Fee

COUNTY agrees to pay A/E for Basic Services, a basic fixed fee (hereinafter referred to as A/E fee) of \$_____.

2.4.1 If COUNTY terminates this AGREEMENT at any time prior to the completion of the Construction Documents phase, A/E fee will be determined as provided in Article 20.

2.4.2 If the scope of the Project is revised, A/E fee for basic services shall be revised by negotiation between COUNTY and A/E.

2.4.3 If COUNTY fails to authorize A/E to proceed with any portion of this AGREEMENT for a period of six months, except as described in Paragraph 20.7, COUNTY and A/E shall renegotiate A/E's fees under this AGREEMENT at option of A/E. If no AGREEMENT can be reached, this AGREEMENT shall be terminated under the provisions of Article 20.

2.4.4 In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the parties agree to attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT. Nothing in this paragraph is intended to diminish COUNTY'S right to terminate this AGREEMENT as provided herein.

2.4.5 All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for A/E's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify A/E in writing of such nonappropriation of funds at the earliest possible date.

Article 3: Basic Services of A/E

3.1 General

A/E shall:

- 3.1.1 Consult (and attend and prepare minutes of all necessary consultations and conferences) to the extent required by COUNTY with authorized employees and representatives of COUNTY relative to the design and construction of the Project.
- 3.1.2 Cooperate with other professionals employed by COUNTY to perform services related to the Project.
- 3.1.3 Advise Director as to the necessity and manner of providing or obtaining services related to the site, such as: property boundary, right of way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data.
- 3.1.4 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, and similar information, and advise COUNTY whether such data is sufficient for purposes of design, or whether additional data is necessary before A/E can proceed with design.
- 3.1.5 Discuss with Director any of COUNTY'S requirements and procedures affecting its construction projects which, in the opinion of A/E, would not lead to the best results when applied to the Project.
- 3.1.6 Develop a cost-effective approach to the Project.
- 3.1.7 Correct or revise, without additional cost to COUNTY, any errors or deficiencies in A/E's services furnished under this AGREEMENT.
- 3.1.8 Perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this AGREEMENT.
- 3.1.9 CONTRACT for or employ at A/E's expense, customary consultants to A/E such as architects, mechanical, electrical, structural, and civil engineers to the extent A/E deems

necessary for design of the Project and subject to approval of Director. Each such consultant rendering professional services under this AGREEMENT shall be duly licensed to practice under the appropriate laws of the State of California and shall be approved by Director. Neither approval by Director, nor any of the foregoing procedures, shall create any contractual relationship between COUNTY and any consultant employed by A/E.

- 3.1.10 Designate as the Project Manager a principal or member of A/E's staff who shall be approved by Director and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Director.
- 3.1.11 Designate by letter addressed to Director, persons authorized to sign letters, papers, and other documents relative to the services to be performed herein on behalf of A/E.
- 3.1.12 Abide by COUNTY'S A/E Manual dated March 1, 1996, as revised or amended, and all regulations imposed by COUNTY determined funding sources including, but not limited to, auditing requirements and payroll affidavits.
- 3.1.13 The books, papers, records, and accounts of A/E, insofar as they relate to charges for services, or in any way connected with services herein contemplated, shall be open during reasonable business hours to inspection and audit by the authorized employees and representatives of COUNTY. Said records shall be retained for a minimum of five years after completion of services.
- 3.1.14 In compliance with the Los Angeles COUNTY Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit, the Project type, if included in the COUNTY'S Development Planning for Storm Water Management manual, is required to comply with the Standard Urban Storm Water Mitigation Plan (SUSMP), which was approved by the Los Angeles Regional Water Quality Control Board on March 8, 2000. The A/E shall prepare a drainage concept and storm water quality plan for the Project in accordance with the SUSMP requirements.

3.1.15 The A/E will use the latest version of Primavera Project Planner for project scheduling and the latest version of Primavera Expedition for project and document management.

3.1.16 A/E shall deliver to Director fully completed Construction Documents. The working drawings shall be made on high-grade paper with pencil or ink, or shall be reproductions on material of such quality as will remain permanent for production of legible prints. Size and quality of transparencies shall be as instructed by Director and samples shall be submitted to Director for approval.

3.2 Schematic Design Phase

Upon authorization by Director to proceed with Schematic Design Phase, A/E shall:

3.2.1 In consultation with Director, receive from COUNTY the approved program, budget, and other requirements of the Project.

3.2.2 Prepare Schematic Design studies incorporating the program requirements and including site plans, floor plans, elevations, sections, and other drawings necessary to describe the Project. Schematic studies shall be revised by A/E until an acceptable design concept has been approved by Director.

3.2.3 Prepare outline specifications in sufficient detail and in a form satisfactory to Director to permit an analysis of the proposed construction; criteria and performance standards of materials and methods of construction specified; a tabulation of both gross and assignable floor areas; and a comparison to the initial program area requirements and other criteria.

3.2.4 Prepare a written Schematic Phase Project construction cost estimate specifying ENR index used.

3.3 Design Development Phase

Upon authorization by Director to proceed with the Design Development Phase, A/E shall:

3.3.1 Based on the approved schematics, prepare plot plans, architectural, structural, mechanical, and electrical floor plans;

elevations; cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical systems.

3.3.2 Prepare a construction cost estimate in material and labor breakdown form based on the Design Development drawings and specifications.

3.3.3 The information in the Design Development Phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.

3.3.4 Furnish to COUNTY a mounted and framed (without glass) perspective rendering of the project in color.

3.3.5 Revise Design Development documents to the satisfaction of Director.

3.4 Construction Documents Phase

Upon authorization by Director to proceed with Construction Documents, A/E shall:

3.4.1 Based on the approved Design Development, prepare Construction Documents consisting of working drawings, specifications and computations in a form satisfactory to Director, and secure required approvals and permits. Prepare Construction Documents in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to COUNTY for final review.

3.4.2 Prepare a construction cost estimate in a material and labor breakdown form based on completed Construction Documents. The estimate shall itemize basic and alternate costs in conformance with the Form of Proposal intended for bidding purposes.

3.4.3 Submit final Construction Documents, including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submittal of bids and the orderly expeditious construction of the Project.

- 3.4.4 Prepare supplementary conditions, general requirements, forms of bid proposal, and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating COUNTY standard documents and/or documents of appropriate authorities as furnished by Director.

3.5 Bidding Phase

Upon solicitation of bids by COUNTY, A/E shall:

- 3.5.1 Prepare clarification documents for release by Director as required.
- 3.5.2 Assist Director with review, evaluation, and recommendations for awarding construction CONTRACT.
- 3.5.3 Assist the Department in solicitations of the Project.
- 3.5.4 Attend pre-bid meetings as required.

3.6 Construction Administration Phase

Upon award of construction CONTRACT by COUNTY, A/E shall:

- 3.6.1 Make periodic (at a minimum, weekly) visits to the Project to ascertain the progress of the Project and its general compliance with Construction Documents; attend project meetings and prepare minutes of such meetings for distribution as directed by Director. A/E shall also visit the Project promptly whenever requested to do so by Director. A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out the Project in accordance with the CONTRACT documents.
- 3.6.2 Interpret the Construction Documents and furnish one copy in reproducible form of any clarification drawings and other documentation required. Prepare, for approval by Director, change orders to Construction Documents which are necessary as a result of such interpretations and/or clarifications. Solicit and analyze price quotations received

from the construction contractor for proposed change orders and advise Director as to the acceptability of same. Obtain from the contractor or contractors a breakdown estimate of construction cost showing material and labor quantities when so instructed by Director.

- 3.6.3 Examine each application for payment by the Contractor. When such application is found to be correct, A/E shall attach to each copy of said payment application, a copy of the regular form of payment certificate, properly drawn and executed, or shall sign the certificate on the payment request form and shall forward same to Director. If, for any reason, A/E or his designated representative is unavailable, Director may examine, approve, and certify said payment application on behalf of COUNTY.
- 3.6.4 Make monthly reports in writing to Director as to the progress of the Project by the contractor and to furnish other customary reports as and when requested by Director.
- 3.6.5 Authorize necessary addition or deletion of items of work covered by unit prices in the construction CONTRACT when determined to be necessary and previously approved by Director.
- 3.6.6 Review and approve all submittals by the Contractor, including shop drawings, product data, and samples for conformance with design concept and CONTRACT documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.
- 3.6.7 Prepare a color and finish schedule and all revisions thereof.
- 3.6.8 Approve material samples for color and finish.
- 3.6.9 Review and advise Director as to the acceptability of the substitutions proposed by construction contractor.
- 3.6.10 Advise Director as to acceptability of test reports, methods, materials, equipment, and systems.
- 3.6.11 Assemble and deliver to Director written guarantees, operating and maintenance instruction books, diagrams, and charts required of the construction contractor.

3.6.12 Participate in the final acceptance inspections of the Project and advise COUNTY as to the acceptability of work performed by construction contractor.

3.6.13 Record Documents

3.6.13.1 The A/E shall verify and incorporate all as-built conditions represented on the job-site As-Built drawings, as noted by the Contractor, into a final record set. A/E shall keep one (1) complete up-to-date set of drawings in an electronic format at all times in his/her office, reserved for use as a set of record drawings. The electronic format set is the original CAD generated drawings used to print the bid set drawings. Throughout the duration of the construction work, it shall be the responsibility of the A/E to maintain a record of all changes in the work electronically on the record set. Updates to the CONTRACT drawings and specifications may include, but are not limited to, underground utility runs, which are installed in locations other than those indicated in the CONTRACT drawings and those lines that have been indicated as to be field run as located. The lines shall be located on the electronic-format record drawings dimensionally from a fixed point, such as a street-curb line, or street centerline, or a permanent structure. All variations from the CONTRACT drawings and any additional information required by the specifications shall be entered on the electronic-format record drawing set as they occur, in an electronic font of contrasting color, properly identified with cloud and delta markings, and layered as directed by the owner's representative. Request for information and no-cost changes to the plans shall also be incorporated as part of the record drawings. Mere references to RFIs, Bulletins, Change Orders, or Supplemental Drawings without graphically incorporating the changes are not acceptable.

3.6.13.2

A/E's progress payments will be contingent upon the electronic-format record drawings being maintained in a current status, and the owner representative may not approve progress payments unless these electronic-format record drawings are updated regularly. The A/E shall submit to the owner representative together with the application for payment, a package consisting of a copy of the record drawings in an electronic format updated since the previous pay request.

3.6.13.3

At the conclusion of construction, and as a condition for final A/E payment, the A/E shall complete the incorporation of all remaining changes into the record documents. A/E shall submit to the Project Manager together with the application for final payment, a package consisting of a copy of the record documents in PDF and AutoCAD format, and a reproducible copy of those drawings to show all changes made during construction based upon the contractor's records as provided for in the As-Built drawings and specifications. Each drawing sheet shall be prominently noted Record Drawing. These documents shall become property of the COUNTY. A spreadsheet similar to the attached example shall be included in the electronic format delivered to the COUNTY Project Manager. The spreadsheet will contain one line of data for each document submitted in electronic format.

3.6.13.4

The AutoCAD format shall meet the following requirements:

3.6.13.4.1

AutoCAD files shall be stored in the AutoCAD version presently used by Public Works. Contact the COUNTY Project Manager for the latest AutoCAD version.

3.6.13.4.2

All x-ref's, fonts, layering, OLE objects, pen settings, and shape

files shall be bound with all paths removed from x-refs and image files, and shall be displayed identically to their hard copy when viewed on screen or viewer without zooming or other adjustments. In no case shall any of the above items require to be manually loaded prior to the full display of the drawings.

3.6.13.4.3 All AutoCAD drawings shall be filed according to the sheet index.

3.6.13.4.4 All AutoCAD drawing files shall be named similar to the index sheet list and should identify the main content of the drawing, e. g., A-3_Floor, A-4_Elev, A-6_Det, etc.

3.6.14 Subject to Article 3.1.7 and upon request of COUNTY, advise Director of deficiencies in construction of the Project which develop subsequent to acceptance of the Project, but prior to expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.

Article 4: Additional Services

A/E agrees to provide additional professional services when directed in writing by COUNTY, provided that the compensation on the basis therefor has been agreed upon in advance by Director and A/E. Such additional services are defined as, but not limited to:

4.1 Redesign changes: Changes in the approvals given by COUNTY that repeatedly necessitate substantial revisions in Instruments of Service, except those logically inferable from and consistent with the project objectives and project processes set forth herein, specifically including the Fixed Limit Construction Cost of the Project. No compensation for additional services shall be paid for revisions which may be requested by Director pursuant to Articles 3.1.7 and 8.6.

4.2 Preparing measured drawings of existing structures.

- 4.3 Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage related to or arising from the errors or omissions of A/E).
- 4.4 Additional services caused by the delinquency or insolvency of construction contractor during or after the guarantee period.
- 4.5 Preparing models and special delineations other than studies made at A/E's option.
- 4.6 Preparing alternate proposals (except alternates requested by COUNTY to assure receipt of bids within current estimated construction cost) to be included in the Construction Documents.
- 4.7 Providing financial feasibility or other special studies.
- 4.8 Providing planning surveys, site selection evaluations, or comparative studies of prospective sites.
- 4.9 Preparing documents for segregated bids or phased construction unless included as part of Basic Services.
- 4.10 Providing interior design services required for, or in connection with, the specification of furniture and furnishings unless included as part of Basic Services.
- 4.11 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by COUNTY.
- 4.12 Preparing operating and maintenance manuals and training personnel for operation and maintenance.
- 4.13 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

Article 5: Reimbursable Services

Reimbursable services, when directed in writing by COUNTY, are defined as, but not limited to:

- 5.1 The services of COUNTY-approved special consultants other than those employed or retained by A/E pursuant to Article 3.1.9.

5.1.1 Upon advance approval by Director, A/E may retain special consultants to investigate the Project and furnish to A/E a report containing all relevant information as their specialty relates to the Project. Special consultants may be retained in the following fields: foundation engineering (design and construction geology), agronomics, dynamic analysis, acoustical engineering, value engineering and life cycle analysis, energy analysis, risk analysis, and other such services as may be recommended by Director. Six (6) copies of said report shall be filed with the office of Director.

5.2 Reproduction of Documents

If requested by Director, and except as otherwise provided herein, A/E shall provide copies of the documents which are additional to those required under Basic Services or the Design Manual for review purposes in the number required by Director; the expense of additional reproductions will be borne by COUNTY. Director reserves the right to select the type of reproduction and the establishment where said reproduction will be done.

5.3 The COUNTY shall pay A/E for direct cost incurred by A/E with no mark up, for approved reimbursable services, upon satisfactory completion of such services in an amount not to exceed.

Article 6: Compensation

COUNTY shall compensate A/E as follows:

In the following paragraphs, use dollar amounts, not percentages. The percentages are a guideline for arriving at the dollar amounts.

- 6.1 Upon completion of Schematic Design Phase and approval thereof by Director, payment in the amount of eighteen percent (18%) of A/E fee.
- 6.2 Upon completion of Design Development Phase and approval thereof by COUNTY, payment in the amount of sufficient to increase the total amounts paid to A/E to thirty-three percent (33%) of A/E fee.
- 6.3 Upon fifty percent (50%) completion of the Construction Documents Phase of the work as determined by Director, a sum of sufficient to increase the total amounts paid to A/E to fifty-three percent (53%) of A/E fee.
- 6.4 Upon completion of the Construction Documents Phase of the work ready for checking as determined by Director, and when prints have been filed as may

be required with all jurisdictional agencies for necessary approvals and permits, a sum of sufficient to increase the total amounts paid to A/E to sixty-three percent (63%) of A/E fee.

- 6.5 Upon completion of corrections of the Construction Documents Phase of the work as may be required by jurisdictional agencies and upon approval or adoption by COUNTY, a sum of sufficient to increase the total amounts paid to A/E to seventy-three percent (73%) of A/E fee.
- 6.6 During the Construction Administration Phase, monthly payments shall be paid in the proportion that the Project completed bears toward the whole. The total for this phase shall not exceed \$ _____.
- 6.7 Upon acceptance by COUNTY of the completed construction and approval by Director of the Record Drawings, payment in the amount of \$ _____ the unpaid balance of A/E fee.
- 6.8 COUNTY shall pay A/E for direct cost incurred by A/E for approved reimbursable services upon satisfactory completion of such services.
- 6.9 All demands for payment under this AGREEMENT shall be submitted in quadruplicate to Director. The demand for payment shall indicate the amount due and the amounts previously paid.
- 6.10 Payments for additional services authorized in advance by COUNTY shall be made upon acceptance of said services by Director, and by negotiation between COUNTY and A/E.
- 6.11 Payments for reimbursable services, when authorized in writing by COUNTY, shall be made upon acceptance of said services by Director and in the amount of the actual cost incurred by and billed to A/E for the services completed.
- 6.12 A/E will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.
- 6.13 A/E will not proceed with additional services without prior written authorization. A/E will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.
- 6.14 A/E will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

Article 7: COUNTY'S Responsibilities

COUNTY will:

- 7.1 Pay all plan checking fees or permit fees to obtain permits for the construction of the Project.
- 7.2 Furnish A/E with a survey of the Project site, indicating the location of existing structures, if any, grades and lines of streets, pavements, boundaries of adjoining properties and contours of the site, and utility services of record.
- 7.3 Provide a program and fixed limit construction cost for the Project, including information as to the space and facility requirements, budget limitations, and scheduling.
- 7.4 Provide construction inspection as described under all applicable portions of Article 3.6 as Director may deem advisable.
- 7.5 Furnish or authorize A/E to furnish soil and foundation data when such data is deemed necessary by Director and A/E, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 7.6 Provide necessary forms of CONTRACTS, bonds, general conditions of the CONTRACT, and advertisement for bids.
- 7.7 Notify A/E in writing of COUNTY administrative procedures required and name COUNTY representative authorized to act in its behalf. Director shall review documents submitted by A/E and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the work.
- 7.8 Notify A/E in writing of apparent deficiencies in materials or workmanship during the contractor's warranty period.
- 7.9 Nothing in this AGREEMENT nor any act or failure to act on the part of COUNTY shall be construed as a waiver of a claim by COUNTY for any defects or deficiencies in the drawings and specifications, or of any A/E services required by this AGREEMENT.
- 7.10 Furnish and release those Construction Documents required for bidding purposes.

Article 8: A/E's Responsibilities

- 8.1 Standard of Care: A/E represents, covenants, and agrees that all of the services to be furnished by A/E under or pursuant to this AGREEMENT, from the inception of this AGREEMENT until the Project has been fully completed, shall be of a standard and quality that prevails among architects engaged in architectural practice throughout the United States under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality, and schedule [AProfessional Standard@]). A/E accepts the special relationship of trust and confidence established between it and COUNTY by this AGREEMENT. A/E covenants to design the Project and produce the necessary construction documents, and to further the interests of COUNTY in accordance with COUNTY'S requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that A/E is performing services under this AGREEMENT.
- 8.2 Americans with Disabilities Act (ADA): A/E shall exercise skill and care in accordance with the Professional Standard to design the Project to conform to requirements imposed by governmental authorities having jurisdiction over the Project. On January 26, 1991, the Americans with Disabilities Act (ADA) became effective. The ADA is a civil rights law and not a building code. As such, there is no mechanism (such as review by local building officials) whereby A/E and COUNTY can receive an official determination to confirm that the Project's design complies with the ADA. Title III of the ADA relates to APublic Accommodations and Services Operated by Private Entities@ (the Guidelines), and certain standards affecting the Project's design have been promulgated by the Federal government pursuant to the Guidelines. Compliance with the other titles of the ADA is COUNTY'S sole responsibility. Based on A/E's professional knowledge, judgment, and belief, A/E will design the Project to reflect the requirements of the Guidelines in effect as of the date of the issuance of the building permit, insofar as such requirements relate to the architectural design of the Project. A/E does not warrant that its efforts related to the ADA will assure compliance; however, A/E will perform its services in accordance with the Professional Standard so as to achieve the objectives of the Guidelines.
- 8.3 The review, checking, plan checking, approval, acceptance of, or payment for any services under this AGREEMENT by COUNTY, Director, or jurisdictional agencies, shall not relieve A/E of the completeness and coordination of A/E services; nor shall such actions by COUNTY be construed to operate as a waiver of its rights under this AGREEMENT or of

any cause of action arising out of, or in connection with, the performance of A/E's obligations under this AGREEMENT.

- 8.4 A/E shall, without additional cost or fee to COUNTY, correct or revise any errors or deficiencies in performance under this AGREEMENT.
- 8.5 A/E shall design this project so that it can be constructed (under normal COUNTY competitive bid procedure) within the fixed limit construction cost as set forth in Article 2.3.
- 8.6 If the lowest responsive construction bid exceeds the fixed limit construction cost by more than ten percent (10%), A/E shall, as a part of this AGREEMENT, and at no additional cost to COUNTY, perform such redesign, re-estimating and other services as may, in the opinion of Director, be required to produce a usable facility within the fixed limit construction cost. A/E shall start such redesign services immediately upon written notification from Director and shall complete the revisions within a reasonable time as determined by Director.

Article 9: Time Schedule

- 9.1 It is understood and agreed that time is of the essence of this AGREEMENT. A/E shall complete the Schematic Design Phase of this AGREEMENT within number calendar days after the date of authorization by Director to proceed. A/E shall complete the Design Development Phase of this AGREEMENT within number calendar days after the date of authorization by Director to proceed. A/E shall complete the Construction Document Phase of this AGREEMENT within number calendar days after the date of authorization by Director to proceed. Said periods shall exclude COUNTY review and approval time. Construction Administration Phase work shall be determined to be number calendar days after the date of authorization by Director to proceed.
- 9.2 If the completion of any of said phases is delayed for any cause beyond A/E's control, including but not limited to, any act, neglect, delay, or default of COUNTY or by changes or additions to the Project, or by injunction or by government control or regulations, or by damage or delay which may arise through or by fire, insurrection, or war, or by the abandonment of work through strikes, boycotts, or walkouts, A/E's sole remedy is to request that the time of completion of the phase or phases be extended to the extent of the actual time lost by reasons of any or all such causes.

Article 10: Liability and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments X and Y of this AGREEMENT.

A/E has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This AGREEMENT shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by A/E above. Such provision is hereby incorporated into this Article by reference.

Article 11: Ownership of Documents

- 11.1 Ownership. A/E and COUNTY agree that all materials, including but not limited to drawings, plans, specifications, calculations, reports, deliverables, diagrams, sketches, surveys, photographs, models (physical and computer), renderings, samples, mock-ups, presentation boards, maps, drafts, working papers, Construction Documents, edited and/or unedited versions of deliverables, and any other materials or documents developed under this AGREEMENT, including those in electronic form, and any and all Intellectual Property rights to these materials, including, but not limited to, any copyrights, are and shall remain the sole property of COUNTY (hereafter collectively, "County Materials"). A/E hereby assigns and transfers to COUNTY all A/E's right, title and interest in and to all such County Materials developed under this AGREEMENT. COUNTY shall be deemed the owner of the County Materials and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. COUNTY shall own the worldwide right, title, and interest in and to all expressions produced to a tangible medium, including the overall design embodied in the Project, which are the subject matter of the copyright created (whether created solely by A/E or jointly with COUNTY, or others), developed, prepared, obtained, or furnished by A/E pursuant to this AGREEMENT. However, A/E will be allowed to retain all ideas, concepts, procedures, processes, systems, method of operation, or principles, embodied in the County Materials.
- 11.2 Working Papers. Notwithstanding such COUNTY ownership in the County Materials, A/E may retain possession of working papers and materials prepared by A/E under this AGREEMENT. A/E will be permitted to retain such for the furtherance of its technical proficiency; however, publication of this material is subject to prior written approval of the COUNTY. During and for a minimum of five years subsequent to the term of this AGREEMENT, COUNTY shall have the right to inspect any and all such working papers and

materials, make copies thereof and use the working papers and materials and the information contained therein.

- 11.3 **Transfer and Assignment.** A/E shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all A/E's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, and any other proprietary rights and derivatives thereof resulting from this AGREEMENT. The A/E further agrees to ensure transfer of all rights to County Materials that may be created or produced under this AGREEMENT by its suppliers, vendors or subcontractors. COUNTY shall have the right to register all applicable rights, including copyrights, in the name of the COUNTY. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S rights, title and interest, including, but not limited to copyrights, in and to the County Materials.
- 11.4 **Reuse.** County Materials are, and shall remain, the property of COUNTY whether the Project or work for which they are made under this Agreement is executed/completed or not. Such documents may be used by COUNTY to construct one or more like projects or in other works, without the approval of, or additional compensation to, the A/E. A/E however, shall not be liable for injury or damage resulting from re-use of County Materials if A/E is not involved in the subsequent project or work. With respect thereto, A/E agrees not to assert any rights and not to establish any claim, including but not limited to, those under the design patent or copyright laws. A/E shall also be permitted to reuse details of the drawings for other projects, but shall not use drawings as a whole without written authorization by Director.
- 11.5 **Liability for Reuse.** To the extent the work provided hereunder by A/E is covered by California Business and Professions Code Sections 5536.25, 6735, 6735.3 and 6735.4, et seq., A/E shall not be responsible for damage caused by subsequent changes to or uses of County Materials, if the subsequent changes or uses are not authorized or approved by A/E, provided that A/E was not also a proximate cause of the damage.
- 11.6 **Representation and Warranties.** A/E represents and warrants that the County Materials prepared herein under this AGREEMENT, are the original work of A/E and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of A/E, A/E represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

11.7 Indemnity. A/E shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY'S use of County Materials created, prepared, or supplied by A/E under this AGREEMENT. A/E will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that County Materials furnished hereunder by A/E infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and A/E will pay any settlement amounts, costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify A/E promptly and in writing of any such action or claim and will permit A/E to fully participate in the defense thereof. This indemnity shall survive the expiration or earlier termination of this AGREEMENT. Further, if the use of the County Materials is enjoined as a result of such suit or claim, A/E, at no expense to COUNTY, shall obtain for COUNTY the right to use said item or materials, or shall substitute equivalent materials acceptable to COUNTY and extend this indemnity thereto.

However, A/E will not indemnify COUNTY if the suit or claim results from: (1) COUNTY'S alteration of the County Materials, such that said materials in its altered form infringes upon any presently existing intellectual property right; or (2) the use of County Materials in combination with other material not provided by A/E when such use in combination infringes upon an existing intellectual property right.

11.8 Where Infringement Found. The A/E shall additionally bear all costs arising from the use of patented equipment, materials, devices, and/or processes used on and/or incorporated into the County Materials or in other work provided hereunder the AGREEMENT. When use of these equipment, materials, devices, and/or processes are judged to be an infringement and their use is banned, the A/E, at its own expense, shall, with the concurrence of the COUNTY, do one of the following:

- Secure for the COUNTY the right to continue using said equipment, materials, devices, and/or processes by suspension of the injunction or by procuring a license(s);
- Replace said equipment, materials, devices, and/or processes with non-infringing equipment, materials, devices, and/or processes;
- Modify said equipment, materials, devices, and/or processes so that they become non-infringing; or

- Remove said equipment, materials, devices, and/or processes and refund the sum paid therefore without prejudice to any other rights of the COUNTY.
 - Secure for the COUNTY the right to continue using said equipment, materials, devices, and/or processes by suspension of the injunction or by procuring a license(s);
 - Replace said equipment, materials, devices, and/or processes with non-infringing equipment, materials, devices, and/or processes;
 - Modify said equipment, materials, devices, and/or processes so that they become non-infringing; or
 - Remove said equipment, materials, devices, and/or processes and refund the sum paid therefore without prejudice to any other rights of the COUNTY.
- 11.9 Copyright Notice. Where applicable, A/E shall affix the following notice to all County Materials, and otherwise as COUNTY may direct: "© Copyright 2008 (or such other appropriate date of first publication), Los Angeles County. All Rights Reserved."
- 11.10 Materials Provided by COUNTY. All materials, including software, data, reports, surveys, drawings and other documents and information furnished to A/E by the COUNTY are made available only for A/E's use in performing the Services and shall remain the sole property of the COUNTY. Under no condition may these materials be used by A/E for other projects that are outside the scope of this AGREEMENT. All such materials shall be returned to the COUNTY at the completion of the Services, termination of the AGREEMENT, or other time as the COUNTY may determine.
- 11.11 COUNTY Name, Marks & Logos. If directed to do so by COUNTY, A/E will place the COUNTY name and its marks and logos on County Materials developed under this AGREEMENT. A/E may not however, use the COUNTY name and its marks and logos on any other materials without the express written consent of COUNTY
- 11.12 Submittal of Documents
- 11.12.1 Structural computations which must be filed pursuant to obtaining the building permit shall be furnished in reproducible form.
- 11.12.2 Specifications shall be typed, single sided, camera ready, on first quality white bond paper or approved computer printout,

page size 8-1/2" x 11". Six (6) copies or other type proof sheets satisfactory to Director shall be furnished to COUNTY. Paste ups are not acceptable.

11.12.3 A/E shall furnish one (1) set of reproducibles and six (6) prints of completed drawings at each required or intermediate submittal and all prints required for jurisdictional agency plan checking and COUNTY actions. Upon completion of final Construction Documents Phase as described in Article 3.4.3, A/E shall, without any additional cost, furnish to the COUNTY a complete set of Construction Drawings in PDF and AutoCAD formats and a complete set of Specifications in CD-ROM PDF and Word formats.

Article 12: Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

Article 13: Modifications

Except as otherwise provided herein, this AGREEMENT may be altered, modified, or amended only in writing, executed by the parties hereto..

Article 14: A/E's Status

A/E is not, nor shall be deemed for any purposes, an employee of COUNTY, and shall not be entitled to any rights, benefits, or privileges of COUNTY employees.

Article	15:	COUNTY'S	Quality	Assurance	Plan
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COUNTY or its agent will evaluate A/E ' s performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing A/E ' s compliance with all CONTRACT terms and performance standards. A/E deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and A/E. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

Article 16. A/E ' S Warranty of Adherence to COUNTY'S Child Support Compliance Program

A/E acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting A/E's duty under this CONTRACT to comply with all applicable provisions of law, A/E warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of A/E to maintain compliance with these requirements shall constitute a default by A/E under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

Article 17. A/E's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

A/E acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. A/E understands that it is COUNTY'S policy to encourage all COUNTY A/E's to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at A/E's place of business. The Los Angeles COUNTY Child Support Services Department will supply A/E with the poster to be used.

Article 18: Disputes

18.1 Except as otherwise herein provided, any dispute arising under this AGREEMENT which is not disposed of by AGREEMENT shall be decided by Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to A/E. The decision of Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, A/E mails or otherwise furnishes to Director a written objection preserving A/E's rights. Pending final decision of a dispute hereunder, A/E shall proceed diligently with the performance of the CONTRACT and in accordance with Director's decision.

18.2 Prior to Director's decision, A/E may request, and Director shall appoint, a panel composed of Department of Public Works' personnel who shall promptly convene and hear all matters related to the dispute. The hearing panel shall consist of three persons having the grade of Section Chief or higher. Within a week following the conclusion of the hearing, the panel shall submit its recommendation to Director. Director shall then make and implement his decision in accordance with Article 18.1.

Article 19: Inspection by COUNTY

Director reserves the right to inspect the work being done by A/E at any time, either on COUNTY premises or in A/E's place of business where work is being prosecuted. To assist Director, A/E shall provide one copy of any computation, drawing, or other document used in the design, at request of Director.

Article 20: Suspension or Termination

20.1 Termination for Default

20.1.1 COUNTY may terminate this AGREEMENT upon written notice to A/E if A/E fails substantially to perform in accordance with its terms. COUNTY may not terminate this AGREEMENT if (1) A/E cures its default within the fifteen (15) day period after the notice is given, or (2) if the default cannot reasonably be cured within the fifteen (15) days after notice is given, and A/E reasonably commences to cure its default within the fifteen (15) day period and diligently and in good faith continues to cure the default.

20.1.2 In the event of termination for default:

20.1.2.1 A/E shall immediately discontinue all services unless otherwise indicated by Director.

20.1.2.2 A/E shall surrender and deliver to Director within seven (7) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by A/E.

20.1.3 In the event of termination by reason of default of A/E, COUNTY may take over the work and services, and prosecute the same to completion by CONTRACT or otherwise. A/E shall be liable to COUNTY for any excess costs incurred by COUNTY in completing the scope of work of this AGREEMENT. A/E shall assign the CONTRACTS of its consultants and/or their subconsultants to the COUNTY to the extent requested by the Project Manager.

20.1.4 COUNTY may provide A/E with fourteen (14) days written notice to terminate any consultant or subconsultant of A/E for lack of satisfactory performance. In the event of termination of a consultant or subconsultant by reason of default, A/E shall self-perform or CONTRACT for another consultant or subconsultant approved by Director to take over the work and services, and prosecute the same to completion. A/E shall be liable for any additional design costs incurred by A/E as a result of the replacement of the consultant or subconsultant.

20.1.5 COUNTY shall pay A/E all fees and expenses due and payable under this AGREEMENT by reason of progress in the work on the Project, to the extent such work complies with the requirements of this AGREEMENT and subject to COUNTY'S right herein to recoupment and set-off. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to COUNTY or in the possession of A/E, and to authorized reimbursable expenses. In no case shall payment exceed that amount stipulated elsewhere herein for the completion of the respective Design Phase(s) for the Project Bid Package(s) in progress at the time of termination.

20.2 Termination for Convenience

- 20.2.1 COUNTY, at its convenience, and without further liability excepts as herein specified, may terminate this AGREEMENT, in whole or in part, by written notice personally delivered to A/E specifying the effective date and extent of the termination. A/E shall immediately terminate all services to the extent directed by Director.
- 20.2.2 A/E shall surrender and deliver to Director, to the extent requested by Director, within seven (7) days from receipt of said request, all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this AGREEMENT, whether complete or in process, as may have been accumulated by A/E.
- 20.2.3 COUNTY shall pay A/E all fees and expenses due and payable under Article 6 by reason of progress in the work on the Project. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, to the extent any of the preceding complies with the requirements of this AGREEMENT, whether delivered to COUNTY or in the possession of A/E, and to authorized reimbursable expenses. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project.
- 20.2.4 COUNTY shall pay A/E termination expenses. Termination expenses are expenses directly attributable to terminating work in progress, including the reasonable cost of terminating any commitments for services not yet complete.
- 20.2.5 COUNTY may take over the work and services, and prosecute the same to completion by CONTRACT or otherwise. A/E shall not be liable to COUNTY for any excess costs incurred by COUNTY in completing the scope of work of this AGREEMENT, nor shall A/E be liable for any errors and omissions in A/E's work. The COUNTY agrees to indemnify, defend, and hold harmless A/E from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, or resulting from, the use by COUNTY of A/E's work.

20.2.6 A/E shall assign the CONTRACTS of its consultants and/or their subconsultants to COUNTY, to the extent requested by the Project Manager.

20.3 Suspension

20.3.1 COUNTY, at its convenience, and without further liability except as herein specified, may suspend this AGREEMENT, in whole or in part, by written notice personally delivered to A/E specifying the effective date and extent of the suspension.

20.3.2 A/E shall immediately discontinue all services unless otherwise indicated by Director.

20.3.3 Upon request of Director, A/E shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in process, as may have been accumulated by A/E.

20.3.4 In the event the entire AGREEMENT is suspended, COUNTY shall pay A/E demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. COUNTY shall not be liable for demobilization expenses if only a portion of the AGREEMENT is suspended.

20.3.5 In the event the entire AGREEMENT is suspended and A/E is directed to remobilize within one calendar year of the effective date of the suspension, COUNTY shall pay remobilization expenses directly attributable to restarting services hereunder and, at A/E's option, A/E and COUNTY shall renegotiate A/E's fees for services remaining under this AGREEMENT. If no AGREEMENT as to expenses and fees can be reached, this AGREEMENT may be terminated for the COUNTY'S convenience.

20.3.6 In the event the entire AGREEMENT is suspended and the period of suspension exceeds one calendar year, this AGREEMENT may be deemed terminated for the convenience

of COUNTY at the option of either party, upon written notice to the other party.

20.4 Failure to Issue Notice to Proceed

If COUNTY fails to authorize A/E to proceed with any Design Phase of this AGREEMENT after a suspension period of one calendar year, COUNTY and A/E shall renegotiate A/E's fees for that and any succeeding Design Phases under this AGREEMENT at A/E's option. If no AGREEMENT can be reached, this AGREEMENT may be deemed terminated for COUNTY'S convenience.

20.5 Remedies

COUNTY may assert, either during or after performance of this AGREEMENT, any right of recovery it may have against A/E by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim. The rights and remedies of COUNTY under this AGREEMENT are in addition to any right or remedy provided by California law.

20.6 The waiver by either party of any breach to this AGREEMENT shall not constitute a waiver as to any succeeding breach.

20.7 It is recognized that COUNTY may, at its discretion, defer the solicitation of bids upon the completed Construction Documents. A/E agrees to perform Construction Administration Services for the duration of the construction period provided A/E is requested by the Director, in writing, to commence such services within one year of date of COUNTY approval of final Construction Documents. If, at the end of said one (1) year period Director has not requested A/E to perform Construction Administration Services, A/E may, by written notice of Director, terminate this AGREEMENT. It is specifically agreed that said written notice is of the essence and said one (1) year period shall automatically be extended until receipt of notice.

Article 21: Death or Incapacity

If A/E transacts business as an individual, A/E's death or incapacity shall automatically terminate this CONTRACT as of the date of such event, and neither A/E nor A/E's estate shall have any right to perform hereunder, and COUNTY shall pay A/E or A/E's estate the compensation payable under Article 6 for any services rendered prior to such termination not heretofore paid, by reason of such termination. If there be more than one A/E and any one of them die or become incapacitated and the others continue to render A/E services covered herein, COUNTY will make payments to those continuing as though there had been no such death or incapacity and COUNTY will not be obliged to take any account of the person who died or became incapacitated or make any payment to such person or estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as A/E herein, and if death or incapacity befalls the last one of such group before this AGREEMENT is fully performed, then the rights shall be as if there had been only one A/E.

Article 22: Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from A/E with the implication, suggestion, or statement that A/E's provision of the consideration may secure more favorable treatment for A/E in the award of the CONTRACT or that A/E's failure to provide such consideration may negatively affect COUNTY'S consideration of A/E's submittal. A/E shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

A/E shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in A/E's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Article 23: Termination For Improper Consideration

COUNTY may, by written notice to A/E, immediately terminate the right of A/E to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by A/E, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to A/E's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against A/E as it could pursue in the event of default by A/E.

A/E shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Article 24: Forum Selection

A/E hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by A/E, on A/E's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

Article 25: Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee shall be employed in any capacity by A/E herein, or have any other direct or indirect financial interest in this AGREEMENT.

Article 26: Prohibition From Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement

by Consultant shall result in the rejection by the COUNTY of the bid by the prime Contractor in question.

Article 27: Lobbying

A/E and each COUNTY lobbyist or COUNTY lobbying firm, as defined in Los Angeles COUNTY Code Section 2.160.010, retained by A/E, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of A/E or any COUNTY lobbyist or COUNTY lobbying firm retained by A/E to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

Article 28: Consideration of GAIN/GROW Program Participants for Employment

Should A/E require additional or replacement personnel after the effective date of this AGREEMENT, A/E shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet A/E's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to A/E.

Article 28: Employment of Laid-Off COUNTY Employees

Should A/E, or any subconsultant performing more than \$250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, A/E shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

Article 29: Non-Discrimination

29.1 The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

29.2 A/E certifies and agrees that all persons employed by A/E, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and Federal anti-discrimination laws. A/E further certifies and agrees that it will deal with its subconsultants, bidders and vendors without regard to or because of race, religion, ancestry, national origin, or sex. A/E agrees to allow access to its employment records during

regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

29.3 A/E specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provisions of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that A/E has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that A/E has violated the anti-discrimination provisions of the CONTRACT.

29.4 At its option, and in lieu of canceling, terminating or suspending the CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and A/E specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation; it is impracticable and extremely difficult to fix actual damages.

Article 30: Approval

Wherever this AGREEMENT requires or permits an act, decision, approval, request, consent or the like of Director, such act, decision, approval, request, consent or the like shall be made, or given reasonably, and shall not be unreasonably withheld.

Article 31: Notice to Employees Regarding the Federal Earned Income Credit

A/E shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

Article 32: Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the A/E agrees to use recycled-content paper to the maximum extent possible on the Project.

Article 33: COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the A/E by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

Article 34: Fair Labor Standards Act

A/E shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by A/E's employees for which COUNTY may be found jointly or solely liable.

Article 35: Prevailing Wage Requirements

A/E shall comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

Article 36: Employment Eligibility Verification

A/E warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. A/E shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. A/E shall retain such documentation for all covered employees for the period prescribed by law. A/E shall indemnify defend, and hold harmless COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against A/E or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

Article 37: A/E Responsibility and Debarment

- 37.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible contractors.
- 37.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other CONTRACTS which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Contractor may have with the COUNTY.
- 37.3 The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 37.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 37.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 37.6 After consideration of any objections, or if no objections are submitted, a

record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

37.7 If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

37.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

37.9 These terms shall also apply to subcontractors of COUNTY Contractors.

Article 38: Contractor Employee Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

- 38.1 Unless Contractor has demonstrated to the COUNTY'S satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 38.2 For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.
- 38.3 If Contractor is not required to comply with the Jury Service Program when the CONTRACT commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify COUNTY if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- 38.4 Contractor's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

Article 39: No Payment for Services Provided Following Expiration/Termination of AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this AGREEMENT. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this AGREEMENT.

Article 40: Notice to Employees Regarding the Safely Surrendered Baby Law

- 40.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is set forth in Exhibit XX of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.
- 40.2 The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The COUNTY'S Department of Children and Family Services will supply the Contractor with the poster to be used.

Article 41: Assignment by A/E

- 41.1 A/E shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by

COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which A/E may have against COUNTY.

41.2 Shareholders, partners, members, or other equity holders of A/E may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of A/E to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

41.3 Any assumption, assignment, delegation, or takeover of any of the A/E's duties, responsibilities, obligations, or performance of same by any entity other than the A/E, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Article 42: Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

Article 43: Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Article X "Contractor's Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program" shall constitute default under this contract.

Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

Article 44: Notices

Any notice, demand, or other communication to be given or delivered under or by reason of the provisions of this AGREEMENT shall be deemed to have been given 48 hours after personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

COUNTY: Department of Public Works
 Architectural Engineering Division
 CONTRACTS & Operations, 8th Floor
 900 South Fremont Avenue
 Alhambra, CA 91803
 (626) 458-25XX

A/E: Name of A/E
 Address
 CITY, State, Zip
 Phone Number

or to such other address as respective parties may from time to time designate by notice given in the manner provided herein.

Article 45: Applicable Law

This AGREEMENT is made and executed pursuant to the law of the State of California.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by Director of the Department of Public Works, and Architect/Engineer has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF A/E

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

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1/2010

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

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ATTACHMENT 4

ARCHITECT/ENGINEER FEE SCHEDULE

The fee schedule in the attachments was approved by the Board of Supervisors on August 21, 1990.

This fee schedule is the basis for evaluating A/E proposals and negotiating A/E fees. These schedules are for basic services only, and do not include allowances for planning/programming, Value Engineering, FF&E, or other extra services as indicated on the following page.

The A/E fee for facilities designed to County construction standards will be targeted at approximately 80 percent of the maximum schedule fee in each facility classification group. With the appropriate justification based on unusual circumstances, conditions, or complexity, as well as additional services, consideration may be given to negotiate up to the maximum fee indicated in the schedule.

Targets for estimating/negotiating A/E fees for each phase of design are as follows:

Schematic Design*	18 percent
Design Development	15 percent
Construction Document	40 percent
Bidding/Construction Admin.	22 percent
Record Drawings	<u>5 percent</u>
TOTAL	100 percent

*The Schematic Design Phase includes the development of three (3) unique design solutions supported by the development/analysis of three (3) separate and distinct exterior treatments and structural/mechanical/electrical systems approaches, AND the presentation of a client decision briefing at the 40-50 percent point of the Schematic Phase to select a single schematic solution for further development.

A/E FEES

The Basic Service fee shown on the Architect/Engineer Fee Schedule, approved by the Board of Supervisors on August 21, 1990, includes services as identified below.

Services beyond this scope or in addition to Basic Services of the contract must be compensated as Additional Services to the A/E.

BASIC SERVICES

Architectural
Structural
Mechanical
Electrical, Including Low Voltage Electronics
Civil
Landscape

This includes Schematic, Design Development, Construction Document, Bid and Construction Administration Phases including record drawings.

ADDITIONAL SERVICES

Acoustic/Vibration Studies
Architectural Programming
Audio/Visual
Aviation Planning
Energy Studies
Food Service
Furniture, Fixture, and Equipment Planning
Graphics/Signage
Interior Furnishings/Landscape/Office Systems
Life Safety/Fire Alarm Systems
Medical Planning and Systems
Other Special Studies
Program Analysis/Validation (Beyond requirements of Schematic Design)
Radiation Physics
Renderings/Models
Site/Utility Studies
Special Lighting
Telecommunications/Data
Traffic Studies
Value Engineering (Beyond product analysis and selection)
Waste Management
Water Reclamation

CLASSIFICATION OF NORMAL PROJECTS BY FEE SCHEDULE

GROUP I (SCHEDULE I)

Heating and Refrigeration Plants
Hospitals
Jail Facilities
Sheriff's Stations
Health Buildings
Coroner's Buildings
Courthouse
Historical Preservation Projects
Data Processing Centers

GROUP II (SCHEDULE II)

Office Buildings
Probation Department Buildings
Pistol Ranges
Fire Stations/Training Centers
Animal Shelters
Nurses/Interns Residences
Laundry Buildings
Hobby Shops
Art Institutes/Museums
Lifeguard Headquarters Buildings
Park Developments (including buildings)
Community Buildings, Clubhouses
Swimming Pools and Bathhouses
Libraries
Comfort Stations/Dressing Rooms
Schools/Classrooms

GROUP III (SCHEDULE III)

Maintenance and Construction Service Shops
Garage Buildings (Service)
Garage Buildings (Parking)
Parking Lots
Paint Shops, Carpenter Shops, etc.
Warehouses
Landscaping
Utility Buildings

Remodel projects may have fees up to 1.5 times the basic fee. This is negotiable based upon the complexity of the project.

AGREED PRELIMINARY ESTIMATE ARCHITECTURAL FEE

SCHEDULE I

Project Value

\$ 0 -	\$ 200,000	11.0%	
200,001 -	500,000	\$ 22,000 plus 10.0% in excess of	\$ 200,000
500,001 -	1,000,000	52,000 plus 9.5% in excess of	500,000
1,000,001 -	2,000,000	99,500 plus 9.0% in excess of	1,000,000
2,000,001 -	5,000,000	189,500 plus 8.5% in excess of	2,000,000
5,000,001 -	10,000,000	444,500 plus 8.0% in excess of	5,000,000
10,000,001 -	30,000,000	844,500 plus 7.5% in excess of	10,000,000
\$30,000,001 - and over		\$2,444,000 plus 6.5% in excess of	\$30,000,000

SCHEDULE II

\$ 0 -	\$ 200,000	10.5%	
200,001 -	500,000	\$ 21,000 plus 9.5% in excess of	\$ 200,000
500,001 -	1,000,000	49,500 plus 9.0% in excess of	500,000
1,000,001 -	2,000,000	94,500 plus 8.5% in excess of	1,000,000
2,000,001 -	5,000,000	179,500 plus 8.0% in excess of	2,000,000
5,000,001 -	10,000,000	419,500 plus 7.5% in excess of	5,000,000
10,000,001 -	20,000,000	794,500 plus 7.0% in excess of	10,000,000
\$20,000,001 - and over		\$1,494,500 plus 6.0% in excess of	\$20,000,000

SCHEDULE III

\$ 0 -	\$ 200,000	10.0%	
200,001 -	500,000	\$ 20,000 plus 9.0% in excess of	\$ 200,000
500,001 -	1,000,000	47,000 plus 8.5% in excess of	500,000
1,000,001 -	2,000,000	89,500 plus 8.0% in excess of	1,000,000
2,000,001 -	5,000,000	169,500 plus 7.5% in excess of	2,000,000
5,000,001 -	10,000,000	394,500 plus 7.0% in excess of	5,000,000
10,000,001 and over		\$ 744,500 plus 6.5% in excess of	10,000,000